

1 JOINTLY SUBMITTED

2
3 **UNITED STATES DISTRICT COURT**
4 **DISTRICT OF NEVADA**
5

6 BLAKE COOLEY, individually and on behalf of all
7 others similarly situated,

8 Plaintiff,

9 vs.

10 HIBU INC., a Delaware corporation,

11 Defendants.

Case No. 2:19-cv-00269-MMD-VCF

STIPULATED PROTECTIVE ORDER

*(Exhibit A and [Proposed] Order filed
concurrently herewith)*

1 1. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action are likely to involve production of
3 confidential, proprietary, or private information for which special protection from public disclosure
4 and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly,
5 Plaintiff Blake Cooley and Defendant Hibu Inc. (together, the “Parties”) hereby stipulate to and
6 petition the Court to enter the following Stipulated Protective Order. The Parties acknowledge that
7 this Order does not confer blanket protections on all disclosures or responses to discovery and that
8 the protection it affords from public disclosure and use extends only to the limited information or
9 items that are entitled to confidential treatment under the applicable legal principles. The Parties
10 further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does
11 not entitle them to file confidential information under seal; LR IA 10-5 sets forth the procedures that
12 must be followed when a Party seeks permission from the Court to file material under seal.

13 2. DEFINITIONS

14 2.1. Challenging Party: a Party or Non-Party that challenges the designation of
15 information or items under this Order.

16 2.2. “CONFIDENTIAL” Information or Items: information (regardless of how it is
17 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of
18 Civil Procedure 26(c).

19 2.3. Counsel (without qualifier): Outside Counsel of Record and In-House Counsel (as
20 well as their respective support staff).

21 2.4. Designating Party: a Party or Non-Party that designates information or items that it
22 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY
23 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

24 2.5. Disclosure or Discovery Material: all items or information, regardless of the medium
25 or manner in which it is generated, stored, or maintained (including, among other things, testimony,
26 transcripts, and tangible things), that are produced or generated in disclosures or responses to
27 discovery in this matter.

1 2.6. Expert: a person with specialized knowledge or experience in a matter pertinent to
2 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
3 consultant in this action.

4 2.7. “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items:
5 extremely sensitive “Confidential Information or Items,” disclosure of which to another Party or
6 Non-Party would create a substantial risk of serious harm that could not be avoided by less
7 restrictive means.

8 2.8. In-House Counsel: attorneys who are employees of a party to this action. In-House
9 Counsel does not include Outside Counsel of Record or any other outside counsel.

10 2.9. Non-Party: any natural person, partnership, corporation, association, or other legal
11 entity not named as a Party to this action.

12 2.10. Outside Counsel of Record: attorneys who are not employees of a party to this action
13 but are retained to represent or advise a party to this action and have appeared in this action on
14 behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

15 2.11. Party: any party to this action, including all of its officers, directors, employees,
16 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

17 2.12. Producing Party: a Party or Non-Party that produces Disclosure or Discovery
18 Material in this action.

19 2.13. Professional Vendors: persons or entities that provide litigation support services
20 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,
21 storing, or retrieving data in any form or medium) and their employees and subcontractors.

22 2.14. Protected Material: any Disclosure or Discovery Material that a Party or Non-Party
23 designates as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
24 ONLY” and which contains either (1) confidential personal and private information regarding an
25 individual, including but not limited to Plaintiff, such as current and former street addresses for
26 natural persons, social security numbers, telephone numbers, email addresses, dates of birth, driver’s
27 license numbers, account numbers, maiden names, passwords, internet browser history, or social
28 media account history, (2) confidential client, customer, prospective customer, business, financial,

1 research, development, strategic, planning, budgeting, production, commercial, or market
2 information; or (3) other non-public information which the Designating Party in good faith believes
3 warrants protection.

4 2.15. Receiving Party: a Party that receives Disclosure or Discovery Material from a
5 Producing Party.

6 3. SCOPE

7 The protections conferred by this Stipulation and Order cover not only Protected Material (as
8 defined above), but also (1) any information copied or extracted from Protected Material; (2) all
9 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
10 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
11 However, the protections conferred by this Stipulation and Order do not cover the following
12 information: (a) any information that is in the public domain at the time of disclosure to a Receiving
13 Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of
14 publication not involving a violation of this Order, including becoming part of the public record
15 through trial or otherwise; and (b) any information known to the Receiving Party prior to the
16 disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the
17 information lawfully and under no obligation of confidentiality to the Designating Party. Any use of
18 Protected Material at trial shall be governed by a separate agreement or order.

19 4. DURATION

20 Even after final disposition of this litigation, the confidentiality obligations imposed by this
21 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order
22 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and
23 defenses in this action, with or without prejudice; and (2) final judgment herein after the completion
24 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the
25 time limits for filing any motions or applications for extension of time pursuant to applicable law.

26 5. DESIGNATING PROTECTED MATERIAL

27 5.1. Manner and Timing of Designations. Except as otherwise provided in this Order
28 (see, e.g., second paragraph of section 5.1(a) below), or as otherwise stipulated or ordered,

1 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
2 designated before the material is disclosed or produced.

3 Designation in conformity with this Order requires:

4 (a) for information in documentary form (e.g., paper or electronic documents, but
5 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party
6 affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
7 ONLY” to each page that contains protected material. If only a portion or portions of the material on
8 a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s)
9 (e.g., by making appropriate markings in the margins) and must specify, for each portion, the level
10 of protection being asserted.

11 A Party or Non-Party that makes original documents or materials available for
12 inspection need not designate them for protection until after the inspecting Party has indicated which
13 material it would like copied and produced. During the inspection and before the designation, all of
14 the material made available for inspection shall be deemed “HIGHLY CONFIDENTIAL –
15 ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the documents it wants
16 copied and produced, the Producing Party must determine which documents, or portions thereof,
17 qualify for protection under this Order. Then, before producing the specified documents, the
18 Producing Party must affix the appropriate legend (“CONFIDENTIAL” or “HIGHLY
19 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to each page that contains Protected Material. If
20 only a portion or portions of the material on a page qualifies for protection, the Producing Party also
21 must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins)
22 and must specify, for each portion, the level of protection being asserted.

23 (b) for testimony given in deposition or in other pretrial or trial proceedings, that
24 the Designating Party identify on the record, before the close of the deposition, hearing, or other
25 proceeding, all protected testimony and specify the level of protection being asserted. When it is
26 impractical to identify separately each portion of testimony that is entitled to protection and it
27 appears that substantial portions of the testimony may qualify for protection, the Designating Party
28 may invoke on the record (before the deposition, hearing, or other proceeding is concluded) a right

1 to have up to 21 days to identify the specific portions of the testimony as to which protection is
2 sought and to specify the level of protection being asserted. Only those portions of the testimony that
3 are appropriately designated for protection within the 21 days shall be covered by the provisions of
4 this Stipulated Protective Order. Alternatively, a Designating Party may specify, at the deposition or
5 up to 21 days afterwards if that period is properly invoked, that the entire transcript shall be treated
6 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

7 Parties shall give the other parties notice if they reasonably expect a deposition,
8 hearing or other proceeding to include Protected Material so that the other parties can ensure that
9 only authorized individuals who have signed the “Acknowledgment and Agreement to Be Bound”
10 (Exhibit A) are present at those proceedings. The use of a document as an exhibit at a deposition
11 shall not in any way affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
12 ATTORNEYS’ EYES ONLY.”

13 Transcripts containing Protected Material shall have an obvious legend on the title
14 page that the transcript contains Protected Material, and the title page shall be followed by a list of
15 all pages (including line numbers as appropriate) that have been designated as Protected Material
16 and the level of protection being asserted by the Designating Party. The Designating Party shall
17 inform the court reporter of these requirements. Any transcript that is prepared before the expiration
18 of a 21-day period for designation shall be treated during that period as if it had been designated
19 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless otherwise
20 agreed. After the expiration of that period, the transcript shall be treated only as actually designated.

21 (c) for information produced in some form other than documentary and for any
22 other tangible items, that the Producing Party affix in a prominent place on the exterior of the
23 container or containers in which the information or item is stored the legend “CONFIDENTIAL” or
24 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or portions of the
25 information or item warrant protection, the Producing Party, to the extent practicable, shall identify
26 the protected portion(s) and specify the level of protection being asserted.

27 5.2. Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
28 designate qualified information or items does not, standing alone, waive the Designating Party’s

1 right to secure protection under this Order for such material. Upon timely correction of a
2 designation, the Receiving Party must make reasonable efforts to assure that the material is treated in
3 accordance with the provisions of this Order.

4
5 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6 6.1. Timing of Challenges. Any Party or Non-Party may challenge a designation of
7 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality
8 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens,
9 or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a
10 confidentiality designation by electing not to mount a challenge promptly after the original
11 designation is disclosed.

12 6.2. Meet and Confer. The Challenging Party shall initiate the dispute resolution process
13 by providing written notice (via email or otherwise) of each designation it is challenging and
14 describing the basis for each challenge. To avoid ambiguity as to whether a challenge has been
15 made, the written notice must recite that the challenge to confidentiality is being made in accordance
16 with this specific paragraph of the Protective Order. The Parties shall attempt to resolve each
17 challenge in good faith within 10 days of notice and, to the extent practicable, agree to address such
18 challenge immediately if the Challenging Party intends to file the designated item with the Court.

19 6.3. Judicial Intervention. If the Parties cannot resolve a challenge without court
20 intervention, the Designating Party shall file and serve a motion to retain confidentiality under Civil
21 LR 7-2 (and in compliance with LR IA 10-5, if applicable). In addition, the Challenging Party may
22 file a motion challenging a confidentiality designation at any time if there is good cause for doing so,
23 including a challenge to the designation of a deposition transcript or any portions thereof. Any
24 motion brought pursuant to this provision must be accompanied by a competent declaration
25 affirming that the movant has complied with the meet and confer requirements imposed by the
26 preceding paragraph. All Parties shall continue to afford the material in question the level of
27 protection to which it is entitled under the Producing Party's designation until the Court rules on the
28 challenge.

1 7. ACCESS TO AND USE OF PROTECTED MATERIAL

2 7.1. Basic Principles. A Receiving Party may use Protected Material that is disclosed or
3 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
4 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
5 the categories of persons and under the conditions described in this Order. When the litigation has
6 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL
7 DISPOSITION).

8 Protected Material must be stored and maintained by a Receiving Party at a location and in a
9 secure manner that ensures that access is limited to the persons authorized under this Order.

10 7.2. Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by
11 the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any
12 information or item designated “CONFIDENTIAL” only to:

13 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
14 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
15 information for this litigation and who have signed the “Acknowledgment and Agreement to Be
16 Bound” that is attached hereto as Exhibit A;

17 (b) the officers, directors, and employees (including In-House Counsel) of the
18 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed
19 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure
21 is reasonably necessary for this litigation and who have signed the “Acknowledgment and
22 Agreement to Be Bound” (Exhibit A);

23 (d) the Court and its personnel;

24 (e) mediators;

25 (f) court reporters and their staff;

26 (g) professional jury or trial consultants, mock jurors, and Professional Vendors
27 to whom disclosure is reasonably necessary for this litigation and who have signed the
28 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

1 (h) during their depositions, witnesses in the action to whom disclosure is
2 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound”
3 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court. Pages of
4 transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be
5 separately bound by the court reporter and may not be disclosed to anyone except as permitted under
6 this Stipulated Protective Order; and

7 (i) the author or recipient of a document containing the information or a
8 custodian or other person who otherwise possessed or knew the information.

9 7.3. Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
10 Information or Items. Unless otherwise ordered by the Court or permitted in writing by the
11 Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY
12 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

13 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
14 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
15 information for this litigation and who have signed the “Acknowledgment and Agreement to Be
16 Bound” that is attached hereto as Exhibit A;

17 (b) In-House Counsel of the Receiving Party to whom disclosure is reasonably
18 necessary for this litigation and provided that In-House Counsel of the Receiving Party has signed
19 the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A;

20 (c) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary
21 for this litigation, (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
22 A), and (3) as to whom the procedures set forth in paragraph 7.4(a), below, have been followed;

23 (d) the Court and its personnel;

24 (e) mediators;

25 (f) court reporters and their staff;

26 (g) professional jury or trial consultants, and Professional Vendors to whom
27 disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and
28 Agreement to Be Bound” (Exhibit A); and

(h) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

7.4. Procedures for Approving or Objecting to Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to Experts.

(a) Unless otherwise ordered by the Court or agreed to in writing by the Designating Party, a Party that seeks to disclose to an Expert (as defined in this Order) any information or item that has been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(c) first must make a written request to the Designating Party that (1) identifies the general categories of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information that the Receiving Party seeks permission to disclose to the Expert, (2) sets forth the full name of the Expert and the city and state of his or her primary residence, (3) attaches a copy of the Expert’s current resume, (4) identifies the Expert’s current employer(s), (5) identifies each person or entity from whom the Expert has received compensation or funding for work in his or her areas of expertise or to whom the expert has provided professional services, including in connection with a litigation, at any time during the preceding five years,¹ and (6) identifies (by name and number of the case, filing date, and location of court) any litigation in connection with which the Expert has offered expert testimony, including through a declaration, report, or testimony at a deposition or trial, during the preceding five years.

(b) A Party that makes a request and provides the information specified in the preceding paragraph (a) may disclose the subject Protected Material to the identified Expert unless, within 14 days of delivering the request, the Party receives a written objection from the Designating Party. Any such objection must set forth in detail the grounds on which it is based.

(c) A Party that receives a timely written objection must meet and confer with the Designating Party by phone or in person to try to resolve the matter by agreement within seven days of the written objection. If no agreement is reached, the Party seeking to make the disclosure to the

¹ If the Expert believes any of this information is subject to a confidentiality obligation to a third-party, then the Expert should provide whatever information the Expert believes can be disclosed without violating any confidentiality agreements, and the Party seeking to disclose to the Expert shall be available to meet and confer with the Designating Party regarding any such engagement.

1 Expert may file a motion as provided in Civil LR 7-2 (and in compliance with LR IA 10-5, if
2 applicable) seeking permission from the Court to do so. Any such motion must describe the
3 circumstances with specificity, set forth in detail the reasons why the disclosure to the Expert is
4 reasonably necessary, assess the risk of harm that the disclosure would entail, and suggest any
5 additional means that could be used to reduce that risk. In addition, any such motion must be
6 accompanied by a competent declaration describing the parties' efforts to resolve the matter by
7 agreement (i.e., the extent and the content of the meet and confer discussions) and setting forth the
8 reasons advanced by the Designating Party for its refusal to approve the disclosure.

9 In any such proceeding, the Party opposing disclosure to the Expert shall bear the
10 burden of proving that the risk of harm that the disclosure would entail (under the safeguards
11 proposed) outweighs the Receiving Party's need to disclose the Protected Material to its Expert.

12 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
13 LITIGATION

14 If a Party is served with a subpoena or a court order issued in other litigation that compels
15 disclosure of any information or items designated in this action as "CONFIDENTIAL" or "HIGHLY
16 CONFIDENTIAL – ATTORNEYS' EYES ONLY" that Party must:

17 (a) promptly notify in writing the Designating Party. Such notification shall
18 include a copy of the subpoena or court order;

19 (b) promptly notify in writing the party who caused the subpoena or order to issue
20 in the other litigation that some or all of the material covered by the subpoena or order is subject to
21 this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

22 (c) cooperate with respect to all reasonable procedures sought to be pursued by
23 the Designating Party whose Protected Material may be affected.

24 If the Designating Party timely seeks a protective order, the Party served with the subpoena
25 or court order shall not produce any information designated in this action as "CONFIDENTIAL" or
26 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" before a determination by the court
27 from which the subpoena or order issued, unless the Party has obtained the Designating Party's
28 permission. The Designating Party shall bear the burden and expense of seeking protection in that

1 court of its confidential material – and nothing in these provisions should be construed as
2 authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from
3 another court.

4 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS
5 LITIGATION

6 (a) The terms of this Order are applicable to information produced by a Non-Party in this
7 action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
8 EYES ONLY.” Such information produced by Non-Parties in connection with this litigation is
9 protected by the remedies and relief provided by this Order. Nothing in these provisions should be
10 construed as prohibiting a Non-Party from seeking additional protections.

11 (b) In the event that a Party is required, by a valid discovery request, to produce a Non-
12 Party’s confidential information in its possession, and the Party is subject to an agreement with the
13 Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

14 (1) promptly notify in writing the Requesting Party and the Non-Party that some
15 or all of the information requested is subject to a confidentiality agreement with a Non-Party;

16 (2) promptly provide the Non-Party with a copy of the Stipulated Protective
17 Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the
18 information requested; and

19 (3) make the information requested available for inspection by the Non-Party.

20 (c) If the Non-Party fails to object or seek a protective order from this Court within 14
21 days of receiving the notice and accompanying information, the Receiving Party may produce the
22 Non-Party’s confidential information responsive to the discovery request. If the Non-Party timely
23 seeks a protective order, the Receiving Party shall not produce any information in its possession or
24 control that is subject to the confidentiality agreement with the Non-Party before a determination by
25 the Court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of
26 seeking protection in this Court of its Protected Material.

27 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL
28

1 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
2 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,
3 the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized
4 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c)
5 inform the person or persons to whom unauthorized disclosures were made of all the terms of this
6 Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to
7 Be Bound” that is attached hereto as Exhibit A.

8 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
9 MATERIAL

10 Inadvertent production of any document in this action by any Party or Non-Party that the
11 Producing Party later claims should have been withheld on grounds of a privilege, including the
12 work-product doctrine, will not be deemed to waive any privilege or work-product protection in this
13 case or in any other federal or state proceeding. This shall be interpreted to provide the maximum
14 protection allowed by Federal Rule of Evidence 502. Nothing contained herein is intended to or shall
15 serve to limit a Party’s right to conduct a review of documents, ESI or information (including
16 metadata) for segregation of privileged and/or protected information before production.

17 When a Producing Party gives notice to Receiving Parties that certain inadvertently produced
18 material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties
19 are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).

20 12. MISCELLANEOUS

21 12.1. Right to Further Relief. Nothing in this Order abridges the right of any person to seek
22 its modification by the Court in the future.

23 12.2. Right to Assert Other Objections. By stipulating to the entry of this Protective Order
24 no Party waives any right it otherwise would have to object to disclosing or producing any
25 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
26 Party waives any right to object on any ground to use in evidence of any of the material covered by
27 this Protective Order.

1 12.3. Filing Protected Material. Without written permission from the Designating Party or a
2 court order secured after appropriate notice to all interested persons, a Party may not file in the
3 public record in this action any Protected Material. A Party that seeks to file under seal any Protected
4 Material must comply with LR 10-5. If a Receiving Party's request to file Protected Material under
5 seal is denied by the Court, then the Receiving Party may file the information in the public record or
6 as otherwise instructed by the Court.

7 13. FINAL DISPOSITION

8 Within 60 days after the final disposition of this action, as defined in paragraph 4, each
9 Receiving Party must return all Protected Material to the Producing Party or destroy such material.
10 As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
11 summaries, and any other format reproducing or capturing any of the Protected Material. Whether
12 the Protected Material is returned or destroyed, the Receiving Party must submit a written
13 certification to the Producing Party (and, if not the same person or entity, to the Designating Party)
14 by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material
15 that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies,
16 abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected
17 Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
18 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
19 correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant
20 and expert work product, even if such materials contain Protected Material. Any such archival copies
21 that contain or constitute Protected Material remain subject to this Protective Order as set forth in
22 Section 4 (DURATION).

23
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26
27 SIGNATURES ON NEXT PAGE
28

1 IT IS SO STIPULATED AND AGREED THROUGH COUNSEL OF RECORD.

2
3 DATED: July 16, 2019

LAW OFFICES OF CRAIG B. FRIEDBERG
TERRELL MARSHALL LAW GROUP LLP
PARONICH LAW, P.C.
HEIDARPOUR LAW FIRM, PLLC

6
7 By: Jennifer Rust Murray

Craig Friedberg
Adrienne McEntee
Jennifer Murray
Anthony Paronich
Andrew Heidarpour

10 Attorneys for Plaintiff
11 BLAKE COOLEY

12 DATED: July 16, 2019

HEJMANOWSKI & MCCREA LLC
BLANK ROME LLP
COPILEVITZ, LAM & RANEY, P.C.

15 By: Harrison M. Brown

16 Charles McCrea
17 Ana Tagvoryan
18 Harrison Brown
William Raney
Kellie Mitchell Bubeck

19 Attorneys for Defendant
20 HIBU INC.

21
22 IT IS SO ORDERED.

23
24 Carla Fuchs

25 UNITED STATES MAGISTRATE JUDGE

26 DATED: 7-17-2019

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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

BLAKE COOLEY, individually and on behalf of all
others similarly situated,

Plaintiff,

vs.

HIBU INC., a Delaware corporation,

Defendants.

Case No. 2:19-cv-00269-MMD-VCF

**EXHIBIT A TO STIPULATED
PROTECTIVE ORDER:
ACKNOWLEDGMENT AND
AGREEMENT TO BE BOUND**

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name],
4 of _____
5 _____

6 [print or type full address and telephone number], declare under penalty of perjury that I have read in
7 its entirety and understand the Stipulated Protective Order that was issued by the United States
8 District Court for the District of Nevada on _____ [date]
9 in the case of *Cooley v. Hibu Inc.*, No. 19-cv-00269. I agree to comply with and to be bound by all
10 the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so
11 comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise
12 that I will not disclose in any manner any information or item that is subject to this Stipulated
13 Protective Order to any person or entity except in strict compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court for the District
15 of Nevada for the purpose of enforcing the terms of this Stipulated Protective Order, even if such
16 enforcement proceedings occur after termination of this action.

17 I hereby appoint _____ [print or type full name]
18 of _____
19 _____

20 [print or type full address and telephone number] as my Nevada agent for service of process in
21 connection with this action or any proceedings related to enforcement of this Stipulated Protective
22 Order.

23
24 **Date:**

25 **City & State where sworn and signed:** _____

26 **Printed Name:** _____

27 **Signature:** _____
28 _____